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The Solicitors' Journal.

LONDON, SEPTEMBER 9, 1871.

DURING THE LEGAL YEAR JUST COMPLETED the business of the Court of Chancery transacted in court was rather above than below the average of previous years. The Lord Chancellor sat alone on 83 days, and on 6 days with the Lords Justices. The Lords Justices sat together on 134 days, and neither of them sat alone. The Master of the Rolls sat on 166 days; Vice-Chancellor Stuart* on 97 days; Vice-Chancellor Wickens, his successor, on 76 days; Vice-Chancellor Malins on 174 days; and Vice-Chancellor Bacon on 171 days; so that the total number of days on which the Court of Chancery sat was 907, of which 684 were sittings of the Master of the Rolls and the Vice-Chancellors, and 223 of the several branches of the Court of Appeal. Out of the 171 days on which Vice-Chancellor Bacon sat, 27 were devoted exclusively to his business as Chief Judge in Bankruptcy, and therefore that number of days must be deducted from the total number above stated as 907, leaving 880 days on which the Court of Chancery sat for the transaction of Chancery business.

On the 78 days on which the Lord Chancellor sat he disposed of 59 appeals, 11 appeal motions, 5 appeal petitions, and 3 original motions. The Lord Chancellor and the Lords Justices, in three days of sittings, disposed of one appeal and two appeal motions, and the Lords Justices, sitting 178 days, disposed of 53 appeals, 91 appeal motions, 21 appeal petitions, 2 other petitions, 7 original motions, and 4 appeals from the Stannaries Court, making in all 113 appeals, 104 appeal motions, 26 appeal petitions, 2 other petitions, 10 original motions, and 4 appeals from the Stannaries Court.

The Master of the Rolls disposed of pleas, demurrers, exceptions, motions for decree, causes, and special cases to the number of 449; in the courts of Vice-Chancellor Stuart and Vice-Chancellor Wickens these numbered 348; Vice-Chancellors Bacon and Malins each disposed of 296. There were 656 causes heard on further consideration, of which 215 were by the Master of the Rolls, 159 by Vice-Chancellors Stuart and Wickens, 153 by Vice-Chancellor Malins, and 129 by Vice-Chancellor Bacon. The matters adjourned from chambers and disposed of in court were 378 in all, of which 171 were by the Master of the Rolls, 16 by Vice-Chancellors Stuart and Wickens, 66 by Vice-Chancellor Malins, and 113 by Vice-Chancellor Bacon. The number of petitions heard in the four courts of first instance was 2,286, of which number 103 were under the Winding-up Acts; they were disposed of as follows:—691 by the Master of the Rolls, 527 by the Vice-Chancellors Stuart and Wickens, 683 by Vice-Chancellor Malins, and 385 by Vice-Chancellor Bacon. Of the 1,322 special motions disposed of in court the Master of the Rolls disposed of 336, the Vice-Chancellors Stuart and Wickens of 320, Vice-Chancellor Malins of 432, and Vice-Chancellor Bacon of 234. Besides thes special motions there were 339 motions of cause.

The whole number of matters disposed of by the Court of Appeal was 181, and by the Courts of first instance 6,211, which latter were distributed as follows:—1,966 by the Master of the Rolls, 1,468 by Vice-Chancellors Stuart and Wickens, 1,708 by Vice-Chancellor Malins, and 1,075 by Vice-Chancellor Bacon. Vice-Chancellor Stuart was the judge appointed to hear appeals from county courts; but, during the two terms of the year just expired during which he sat, only one appeal of that description came before him, which was from the City of London Court. There were no trials by jury during the course of the year.

This statement does not include any business done at chambers, which there is every reason to believe will, when the returns are published, prove to be increasing; nor is the statement of the number of matters disposed of an index to the number of orders drawn up, or to the amount of business in the offices of the taxing masters and the Accountant-General.

* Vice-Chancellor Stuart retired on the 25th March, 1871, and was succeeded by Vice-Chancellor Wickens.

THE 17TH SECTION OF THE PHARMACY ACT, 1868, provides that it shall be unlawful to sell any of certain poisons—

"To any person unknown to the seller, unless introduced by some person known to the seller, and on every sale of any such article the seller shall before delivery make or cause to be made an entry in a book to be kept for that purpose stating in the form set forth in schedule 7 to this Act the date of the sale, the name and address of the purchaser, the name and quantity of the article sold, and the purpose for which it is stated by the purchaser to be required, to which entry the signature of the purchaser and of the person, if any, who introduced him shall be affixed."

In the Brighton (alleged) poisoning case all these regulations were strictly complied with, but the system broke down on account of the extraordinary ease with which an introduction can be obtained. The introduction was given by a milliner, who had sold the purchaser a veil, and, save for this, knew nothing whatever about her. The *Lancet* suggests that the provisions of the Act probably facilitated the purchase. "The chemist," it says, "felt relieved of responsibility by compliance with the terms of the Act. Had he been acting on his own responsibility, possibly he would have refused." It has been suggested that the enactment might include a penalty to be inflicted on the introducer in cases where the poison afterwards proved to have been used for criminal purposes. But it would be manifestly inexpedient to inflict any such penalty except where the introducer has granted his introduction upon patently insufficient knowledge of the party; and it would be a most difficult question for magistrates or judges to have to decide what was or what was not sufficient on which to found a recommendation. There would be very great difficulties in the way of working the principle.

Another suggestion has been, that poisons should be deliverable only at the buyer's residence or some house to be named by him, instead of being handed over the counter. This would be a sort of application of the crossed cheque principle, and it seems to us that besides occasioning much inconvenience it would afford little security. We fear, therefore, that unless some clever person can devise something better than these, the matter cannot be improved.

THE BEDFORD CHARITY is a remarkable instance of the great increase in the value of landed property which the lapse of two or three centuries may bring about in this country, and also of the changes in the law which the progress of opinion may effect within a much shorter period. The sixth year of Edward VI. was the date of a charter to the mayor, burgesses, &c., of the town of Bedford for the foundation and establishment

of a free grammar school, and licence was given to take lands for the purposes of such foundation and for the portioning of poor maidens of the town, the nourishment of poor children, and other charitable purposes, to *the annual value of* £40. In the eighth year of Queen Elizabeth, Sir Wm. Harper, Knt. and Alderman of the City of London, and Dame Alice, his wife, conveyed to the mayor, &c., a school house lately built in Bedford, and other lands, for the endowment and support of the same school, and for the other objects of the letters patent. These other lands, it appears, were chiefly situate in London, and formed the site of what is now Bedford-row (a site consecrated, as one may say, to solicitors), though then only meadows. The present income of the property is stated to be £13,000 a-year. The Endowed School Commissioners, under the Act of 1869, have, it seems, drawn up a new scheme which proposes to extend the benefits of the charity to the education of children whether their parents reside at Bedford or not, and that certain fees shall be paid. And, moreover, that as the property from which the income of the charity is almost wholly derived lies in the parish of St. Andrew, Holborn, an annual contribution out of the charity should be made towards the education of the poor in that parish, as might be expected if the property were in the hands of a private owner. The scheme, it appears, has met with great hostility from the inhabitants of Bedford, and the trustees of the charity, as being unjust and involving a diversion of the funds from the purposes intended by the founder.

This charity was the subject of a remarkable judicial inquiry before Lord Chancellor Eldon in the year 1818, reported in Swanston's Reports, on the petition of a member of the Jewish persuasion that his children might be declared eligible to receive the advantages of the charity, and that his daughter might be allowed to draw lots for the apprentice fee to be paid to girls, and if she drew a beneficial lot, that such fee might be paid to her. After an elaborate argument, in which all the intolerant doctrines to be found in the pages of Coke and his predecessors, in reference to the Jews, were referred to in opposition to the petitioner's claim, and were combated by Sir S. Romilly as counsel for the petitioner, the Lord Chancellor, in a considered judgment, in which he said that a grammar school had generally been construed to mean instruction in the learned languages, but every judge must recollect that Christianity was part of the law of England, that he could not suppose Edward VI. had any intention of educating the Jews, and still less could Jew girls have been within the scope and meaning of the letters patent, held that the poor inhabitants of the town of Bedford who were of the Jewish persuasion were not entitled to any benefit of the Bedford charity for themselves or their children.

One is struck by the contrast between the tone of this judgment—which, probably, not only correctly enunciated the law, but was generally in accordance with contemporary opinion—and the recent legislation which has been sanctioned by that same opinion, and permits such a diffusion of the founders' views as to extend the scope of the charity beyond those local limits which were solely in the consideration of its authors. Perhaps there is no subject in which the tone of judicial decision has been more affected by change in popular opinion than that of the application of charitable gifts.

LINCOLN'S-INN HALL and Gardens presented rather a busy scene yesterday, the Inns of Court Rifle Volunteers camp detachment being paraded in marching order. The company fell in at eleven a.m. in the Hall for inspection of kits, and again at two p.m. for instruction in tent-pitching, mounting guard, &c., in the gardens. The men wear their great coats folded after the Prussian fashion. This morning, at ten a.m., the company parades at King's Bench walk, whence it will march to Waterloo Station, *en route* for the scene of mimic war.

FIXTURES.

No. I.

"There have been many questions of this kind both in law and equity, and determinations on very nice and almost frivolous circumstances."—Lord Hardwicke, in *Dudley* v. *Ward*, Amb. 113.

The question—What is a fixture?—arises where an object of property, originally a distinct and separate thing, is claimed by two persons, and the ground of claim is, on the one side that it has never ceased to have an independent character, on the other side that it has become a part of something else. For, however reluctant the English law may elsewhere be to admit the principle, which makes a change of ownership follow as a consequence upon the mere change in the physical condition of its objects, yet, with respect to land the rule *Quic quid plantatur solo solo cedit*, has received a wide application; and whenever, in the course of the general use and occupation of an immovable the owner of a movable annexes it to the immovable in such a way that it fulfils the description *plantatur solo*, then (subject to certain exceptional privileges) the movable, losing its independent character, becomes part of the immovable, is included in its description, and follows it in ownership. In different cases, the fact of annexation, producing the like result of a merger of ownership, will in other respects produce different effects; for if the owner of the movable affixing it was not the owner of the immovable, the effect is a change both in the person owning it and in the character of the title, for it becomes the property of the owner of the immovable, and also, as being now a part of that immovable, is owned in that character and under the same title; but if the person affixing the movable owned both it and the immovable, then no change takes places in the person of the owner, but he now owns the movable no longer as a movable, but as a part of and under the title of the immovable.

The question then is—When does an originally separate and movable thing become part and parcel of a fixed and immovable thing? There are two ways in which one thing may become part of another thing, or part with some other thing of a common whole.

The first is by mere physical conjunction or annexation; and this may take place in various modes. Thus, there may be such a conjunction or adjunction as either to unite the substances or to confuse and render indiscriminate the limits of the two, as where, by gradual and insensible addition, a stream adds to land earth washed down from another portion of the banks, or where two quantities, whether of solid or of liquid, are indistinguishably mixed, or where one piece of metal is welded into another; but also, without an actual union of substances or confusion of boundaries, one thing may be so firmly attached to another that a considerable degree of force or art is required to separate them, as where one thing is cemented to another, or is jointed into it, or is driven forcibly into it in such a manner that the two cohere. Under this head of physical conjunction, it is with respect to the latter mode of annexation and things so annexed that the question of fixtures arises.

But, secondly, one thing may be part of another with respect to its mode of use; and in this view the most decisive test of whether a thing is to be considered as a thing by itself, or as a part of a whole, is whether it can exist by itself as a single thing—whether, that is, it exists when separate, not merely as raw material out of which other things can be framed, or which can be applied to human uses by some conversion of its form, or by the addition of something else, but whether it is of such a kind that in that very character and description which it bears, and by which it is known and classified, it has an independent end and purpose of its own. Since, however, a thing which has only this kind of relative existence may relate to or serve many distinct purposes, or may equally well fill or be part of many distinct

things of the same kind (as a nut may fit many different screws, or the limb of a machine will suit any other machine of the same kind and dimensions), it is further necessary, to make one thing part of another, that it should be actually appropriated to it.

If things, then, have been thus constructed to form parts of one whole, and have been actually appropriated to one another, then the two form one thing; and, though separated, they continue to form one thing so long as the separation is designed to be only temporary, and not permanent. Which of the two (if either) is to be considered as principal and which accessory will depend upon their relative magnitude and importance.

But, although completeness of structure is the most decisive test of individuality, yet a thing, complete in itself, may be so far exclusively destined for use in conjunction with another that in a wide sense it may be regarded as a part of that other thing. And here it is to be observed that some things used in a particular place are of a kind used in all such places, or in most, but are commonly in the instance adapted to the peculiarities of the place; whilst other things are in themselves singular, rare, unusual, and are not adapted to or made to fit the place, but rather have the place adapted to them. Thus, such things as ovens, coppers, baths, &c., are of common household use, but are in the particular house commonly, if of any considerable size or bulk, adapted to use with reference to its size and arrangement; but paintings and ornaments are more singular, characteristic, and peculiar, and in proportion to their singularity and to their rarity and value, have rather the place made subordinate to them than are themselves made subordinate to the place. Now, to allow one thing to be claimed as part of another merely by virtue of such a supposed exclusive distination as has been spoken of above would introduce an extremely arbitrary and uncertain mode of reasoning. But since not every material annexation is reckoned sufficient in itself conclusively to make a movable chattel into a fixture, it often becomes necessary to consider with what design or view the annexation has been made; a material union being established sufficient to ground the character of a fixture, but not wholly to determine it, the character of the thing fixed is an element in determining whether it ought or ought not to be so regarded.

Thus, by a series of connections, we reach from the solid earth itself to things which are but remotely attached to it. The walls built into the land form part of the land; the things fixed into the walls form part of the walls, and therefore of the land; and things moveable at pleasure, without disturbance of any part of the land or structure, or severance of any portion of matter, may yet be so much part of a single whole with some annexed thing as to be reckoned one with it, and therefore one with the land or structure itself.

Now, a fixture being a thing originally movable, but which has been so annexed to the soil as to become part and parcel of it, the rules by which to ascertain what kind of annexation will have that effect, or when a thing becomes a fixture, are to be sought in those instances in which the exceptional privileges above referred to have not intervened; and cases which have turned upon those exceptional privileges are only so far applicable as that the attempt to bring the things in question within the privilege imports that they would be otherwise within the rule. Properly, therefore, there are only two kinds of fixtures—or rather, there is only one kind, divided into two classes. All things which are annexed to the land are fixtures; but of those things some are, as between certain persons, subject to a right in one to remove them, or are *movable fixtures*. This is the most accurate and convenient use of the word. The word, however, is not technical, and as actually used is of fluctuating meaning, so that in the construction of instruments (*Wiltshear* v. *Cottrell*, 1 E. & B. 674), and even of pleadings, after verdict (*Sheen* v. *Richie*, 5 M. & W. 175), it has been extended to include mere chattels.

The first question, therefore, is (taking the word in the sense above stated), what are fixtures?

And first, the most crucial case upon the question of fixtures would arise, where the true owner of immovable property claimed it against the supposed owner, or where possession or the right to possession reverted to him after the termination of an exceptional privilege of removal. In these cases, if in the one case the supposed owner, or in the other case the person whose exceptional right of removal was terminated, had affixed things so as to make them part of the immovable, the property in the things affixed would belong to the owner of the immovable; but as to all things upon the premises which were still chattels, the property would remain in their original owner. Thus, in an action of trespass, or trover, or waste between the true owner and the supposed owner, or between the owner and one whose exceptional privilege of removal had expired (as between landlord and tenant), the decision as to whether the things sued for were recoverable by the one or by the other would turn upon the question whether they were or were not fixtures. This case arose in *Fitzherbert* v. *Shaw* (1 H. Bl. 258), where the purchaser of land had brought an action of ejectment against a tenant who held over after the determination of his tenancy by notice to quit; and after the bringing of the ejectment an agreement was made by which judgment in ejectment was given, but execution was stayed for a limited time. In an action in the nature of waste against the tenant for the removal of alleged fixtures, the Court held that the agreement was in substance that, in consideration of the continued occupation, the tenant should deliver up the premises in the condition they were in at the time of the agreement. Now as it was only the *premises* that were to be delivered up, it certainly became a question, what was included in the premises? and the agreement only operating in derogation of the ordinary right of a tenant to remove, the owner could only recover for such things as, but for that right, would by annexation have become immovable, but not for mere chattels. Things, therefore, in respect of which the landlord was in that action held entitled to recover, must have been held to have been so annexed, and not to be mere chattels. It must be added, however, that in this obscurely reported case, among the articles in respect of which the landlord recovered were some which, as merely resting by their own weight, would not at the present day be held to be fixtures (see *Wansborough* v. *Maton*, 4 A. & E. 584; *Wiltshear* v. *Cottrell*, 1 E. & B. 674.).

In the case of *Heap* v. *Barton* (12 C. B. 274), on the other hand, where the tenant had by disclaimer determined his tenancy and made himself a trespasser, and upon ejectment had made a similar agreement to that in *Fitzherbert* v. *Shaw* (and as to which Williams, J., said, at p. 277, "it postpones the evil day; but when it comes, it comes with all its consequences"), is equally uninstructive, because the articles in question were clearly fixtures.

A second case is that which arises between heir and executor, where the law having, by the general description of realty, made as it were a statutory conveyance to the heir, he is only entitled to those things which come under that description, which, so far as goods are concerned, can be only such as have become part and parcel of the land. Although the old notion of favouring the heir might have been expected to have warped the rule in his favour, the cases do not justify that expectation, and this instance is the one selected by Bailey, J., as furnishing the "general rule relating to the right to fixtures" (*Colgrave* v. *Dios Santos*, 2 B. & C. 76).

A third case is that relating to vendor and purchaser, where real property has been sold by words of general description, and the question has been, what articles have been so affixed as to be part of what was sold (see Shep. Touch. pp. 89, 90).

Fourthly—and it is of this class that the recent cases furnish the most numerous instances—the question has arisen between a mortgagee of premises, asserting that certain articles are, as fixtures, included in his security, and the mortgagor or those claiming under him. With respect, however, to the two last classes, it is to be observed that in agreements and deeds of conveyance there are frequently indications which specifically determine the intentions of the parties, and that decisions pronounced in such cases are in effect only decisions upon the particular instruments, and are misleading when taken as authorities upon the general question. Of this kind were the decisions in *Hare* v. *Horton* (5 B. & Ad. 715), *Trappes* v. *Harter* (3 Tyrr. 603), and *Waterfall* v. *Penistone* (6 E. & B. 876); as to the two last of which it is only necessary to refer to what was said about them in *Ex parte Reynall* (2 Mont. D. & De G. 522), *Mather* v. *Fraser* (2 K. & J. 536), *Walmesley* v. *Milne* (8 W. R. 138, 7 C. B. N. S. at pp. 133, 134), and *Cullwick* v. *Swindell* (15 W. R. 206, L. R. 3 Eq. at pp. 253–255).

And here, though somewhat out of the track of the inquiry what are and what are not fixtures, it may be convenient to notice two points which have arisen and been decided with respect to mortgages which have included fixtures, although both seem sufficiently clear. The first is that a mortgage of premises will carry not only things affixed at the time of the execution of the mortgage, but also things subsequently affixed by the mortgagor in possession. This has been frequently held, and it will be sufficient to refer to *Ex parte Belcher* (4 Deg. & C. 703, 716) and *Walmesley* v. *Milne* (8 W. R. 138, 7 C. B. N. S. 115). The second point is that an equitable mortgagee has in this respect the same rights as a legal mortgagee. This point has been decided as often and almost as early as the other (*Ex parte Reynall*, 2 Mont. D. & De G. 443; *Ex parte Price*, *ib.* 518; *Ex parte Tagart*, De G. 531; *Williams* v. *Evans*, 23 Beav. 239; *Longbottom* v. *Berry*, L. R. 5 Q. B. 123).

Fifthly, the same question arises where a writ of *fi. fa.* has been executed against the goods and in the house of the execution debtor, being the owner of the freehold, and articles affixed by him have been reckoned as part and parcel of the land so as to escape the operation of the writ.

With respect to the instances above enumerated, it is to be observed that the cases of heir and executor, and mortgagor and mortgagee, have been expressly treated as identical by the Court of Exchequer Chamber in *Climie* v. *Wood* (L. R. 4 Ex. 328), and by Wood, V.C., in *Mather* v. *Fraser* (2 K. & J. 536), and the same view has been acted on in several earlier cases.

The cases of heir and executor and vendor and purchaser were so treated in *Colgrave* v. *Dios Santos* (2 B. & C. 76). The cases of sheriff and houseowner under a *fi. fa.* and mortgagor and mortgagee were so treated in *Winn* v. *Ingilby* (5 B. & A. 625), and in *Mather* v. *Fraser* (2 K. & J. at p. 550); and although in *Haley* v. *Hammersley* (3 De G. & J. 587) Lord Campbell declined to rest on the analogy, he did not deny it.

Sixthly, the question of what are fixtures also presents itself in the inquiry arising under various Acts of Parliament, what things can be reckoned as part of a tenement so as to increase its annual value. This question, arising under settlement law, has been judged by the case of heir and executor (*Rex* v. *Otley*, 1 B. & Ad. at p. 163). The like question might formerly have arisen with respect to the £10 household franchise, and may now arise with respect to the lodger franchise, under 30 & 31 Vict. c. 102, s. 4. Thirdly, the question has been raised in connection with poor rates, which are directed to be assessed according to the annual value of the rated property; but the decisions under this head make the point immaterial, since it has been held that if the annual value of tenements is in fact enhanced by the use of the thing, it makes no matter whether it (the thing) is or is not a fixture. "Even where the machine has not been attached, a house has been held rateable in respect of it, if the value of the house was increased by the machine" (Lord Denman, C.J., *King* v. *Birmingham and Staffordshire Gas Light Company*, 6 A. & E. 634; see also *Queen* v. *Southampton Dock Company*, 20 L. J. M. C. 155).

It is a similar question whether things are part of a house or building so as to enable the owner to require a company, acting under the Lands Clauses Consolidation Act, 1845, to take the whole, by a notice given in pursuance of section 92 of that Act (*Gibson* v. *Hammersmith Railway Company*, 11 W. R. 299, 32 L. J. Ch. 337).

THE SUMMER ASSIZES.

In accordance with our annual custom we print, as an index to the condition of legal business throughout the country, a report from each circuit on the business transacted at the Summer Assize of 1871. The length however, to which the communications extend this year, necessitates our extending this portion of our matter over two issues.

Home Circuit.

On the Home the circuit was about an average one. At the first two towns—Hertford and Chelmsford—the business was light, but this is of common occurrence. At Chelmsford, however, it was even lighter than usual, the civil business having been finished on the first day. At Maidstone the list was not longer than usual in point of number of cases, but it was a very heavy one. There was an unusual proportion of special juries, and these were mostly heavy cases, but in the number are included several indictments, which had been removed into the Queen's Bench by *certiorari*, and so were put in the list for trial on the civil side. Owing partly to the length of the cases tried, and partly to the fact that the same jurymen (having viewed the *locus in quo*) were required in more than one case, the whole list was not disposed of, and two heavy cases (road indictments) remain for the Spring Assizes, two others having also been removed to Surrey. In Sussex the list was a very small one, but such as it was, of similar character to that in Kent, there being but one common jury, and five special. In Surrey 159 cases were entered. This number was generally considered large, but it is considerably below the numbers which there have been on several former occasions when the assizes have been held at Croydon, 200 having been reached several times. These lists have, however, been exceptional, and probably the present list was about an average one in number for a Croydon list. When the assizes are held at Guildford the list is never so long, owing to the greater distance from town. The Croydon list of this year, however, can scarcely be considered a good one. There was a comparatively small proportion of special juries, and a few of these were cases of no great importance. The Surrey common juries are usually what is called rotten. This year, however, the list did not disappear so rapidly as usual. There were comparatively few cases undefended, but, on the other hand, the plaintiffs' cases were often discreditably weak. There were more small cases of assault, slander, false imprisonment, and the like, than have been seen in any list since the passing of the County Court Act of 1867, and as these cases mostly ended either in a juror being withdrawn, or in verdicts for sums not exceeding the £10 requisite to carry costs, the revival is not likely to be permanent.

The circuit was remarkable for the small number of cases referred. There are of course a certain number of special cases and points reserved, but, on the whole, we do not think that many of the cases entered for trial on the Home Circuit in the summer of 1871 will be heard of again. Thus, although the circuit was probably a heavy one to the judges, they having had to sit more days than several of their predecessors, it cannot be considered to have been more than an average circuit for business, even if the average was reached.

Northern Circuit.

The business of the Northern Circuit has been of an ordinary character, and neither on the civil nor on the criminal side has it exceeded the average amount. As usual, Lancashire has provided more than nine-tenths of the work of the whole circuit. The causes set down for trial in that county numbered 160, and the prisoners 114, whilst only 34 causes and about 70 prisoners were furnished by the remainder of the circuit. These figures, which are repeated in their proportions every circuit, amply justify the claim of Lancashire to be formed into a separate circuit. The only difficulty would be the necessary recasting of the other circuits, as the remainder of the Northern would not be sufficient to form a separate division.

Somewhat contrary to usual custom the circuit commenced at Appleby. As is always the case the business at this town was ridiculously small. The trial of one prisoner resulting in a verdict of "not guilty," and of one common jury cause ending in a verdict of forty shillings, constituted the whole business of the assize. As Lancaster on the one side and Carlisle on the other are each within forty miles of Appleby, there seems but little justification for its continuance as a separate assize town. At Durham the calendar was light as regards the character of the charges, though the number of prisoners was above the average. The cause list, on the other hand, was exceptionally heavy, there being seventeen causes, nine of which were marked to be tried by special juries. Both at this town and at Manchester there was an unusual number of claims against railway companies for compensation, and heavy damages were obtained in several cases. At Newcastle the city and county combined only furnished seven causes, and there was but a light calendar. At Carlisle there were twenty-six prisoners, and out of a list of nine causes eight were marked for trial by special jury. A charge of rioting and of wounding a well-known Protestant lecturer occupied considerable time and much attention. At Lancaster, a town which once boasted its list of two hundred causes, a cause list of seven was considered very large, and the trial of two cases of murder increased this unusual importance. At Manchester there were fifty prisoners, amongst whom two were charged with murder, and four others were charged with attempting to destroy a house belonging to a person who had offended against the rules of the trades union to which the prisoners belonged. Notwithstanding a number of technical objections raised by the prisoners' counsel the prisoners were found guilty in the latter case, and sentenced to heavy terms of imprisonment. A cause list of fifty-eight cases furnished an average amount of work, but of an ordinary commercial character. At Liverpool out of fifty-three prisoners there were twelve cases of homicide, and amongst the other crimes that of robbery with violence, the "ordinary Liverpool offence," as Baron Martin styled it in his address to the grand jury, was particularly prominent. The cause list was heavy both in number and character. There were ninety-six cases set down for trial, and twenty-five of these were to be tried by special jury. As at Manchester the bulk of the business was of a commercial character, and much time was occupied in the trial of causes that would have perhaps been more fitly decided by a tribunal of commerce.

A comparison of the fore-going statement with former accounts of the business of this circuit affords a good answer to those alarmists who maintained that the extended county court jurisdiction would leave the superior courts without employment. In Lancashire, at any rate, work is as brisk as ever on circuit. The real result of the change is that the relegation of small cases to the local courts has made way for a heavy class of business which was formerly settled out of court.

Oxford Circuit.

Beyond the unusual circumstance of a challenge to the array for favour, which occurred at Shrewsbury, the Summer Circuit has been barren of events of interest or importance. The extremely meagre total of fifty-six causes testifies to the activity and extent of county court jurisdiction, to which, in its two branches of common law and bankruptcy, the continued decrease in the importance of circuit branches must certainly be in great part referred. Prolixity, however, makes up for substance, and where formerly valuable and important issues were hurried out of court to a reference, trumpery matters and undefended actions now drag wearily along through an equal space of time. In an action of libel, however, in which an Englishman born, but a Greek priest (wanting one step), recovered a verdict against the *Guardian* newspaper, interesting information was given as to the constitution and hierarchy of the orthodox church, but the jury were unable to take a more serious view of the unguarded expressions in which outraged Anglican feeling had resented the secession and proselytizing zeal of a former member of the Ritualistic body. At Gloucester, out of fourteen causes, the large proportion of five arose out of railway accidents, among which appeared the now constantly recurring case of some object, such as the parapet of a bridge, transfigured in the imagination of a passenger into a station platform. Of this case more will, no doubt, be heard at Westminster, and railway companies who, in *Bridges* v. *North London Railway Company*, have freed themselves from liability for stopping short of a station, must now justify their conduct in guarding their bridges by a parapet low enough for a passenger to alight upon it. The number of prisoners on the calendars was between 160 and 170; at Stafford the number was comparatively small, but of the twenty-eight cases (including thirty-five prisoners) the proportion of serious offences was considerable.

Western Circuit.

The business of the Western Circuit commenced on Monday, the 10th of July, the commission day at Winchester, and terminated late in the evening of Monday, the 14th of August,

There were beforehand rumours of a large amount of civil work, but ultimately fifty-six causes were entered for trial—about the same number as have been entered at the summer assizes for several years past; out of this number twenty-one were marked for special juries, and the remaining thirty-five as common jury causes. Of the fifty-six Winchester supplied eleven; Exeter, nine; and Bristol, twenty-three. Very few of the causes were of interest to anybody but the parties concerned. At Winchester a lodging-house keeper brought an action against a lodger who had brought one of his children to the house suffering from scarlet fever. The question of legal liability was not, however, fought out, as the defendant, admitting that the lodging-house keeper had suffered loss by not being able to let the lodgings, agreed to pay her a sum to be determined by the judge. At Bristol the proprietor of the *Western Daily Mercury*, a paper published at Plymouth, obtained £400 damages against the *Western Morning News* for a libel imputing to the managers of the former paper that advertisements were inserted in it without orders, on the chance of their being paid for when bills were sent in for them.

On the Crown side 162 names appeared in the calendars for the six counties and the city of Bristol, and our usual analysis gives the following results:—No less than sixty-six of the prisoners were charged with offences cognisable by justices in sessions, and of the remaining ninety-six not a few might with advantage be included in the same category. At Manchester Mr. Baron Martin called the attention of the grand jury to this matter, particularizing the offence of burglary as one that might be disposed of at sessions, and Sir T. Bayley, M.P., promised to make a representation to the Home Secretary on the subject. The ordinary argument for clearing the gaol at the assizes is that the prisoners would be kept in prison or on bail until the next ses-

sions. There may be some force in this, but if so, it points not to continuing the present expensive system of trying trivial cases before her Majesty's judges, but to some more speedy mode of disposing of session cases. We doubt, however, if the evil of keeping the prisoners till the next sessions can be very great, for if it were it would press just as heavily in the case of prisoners committed when there happens to be no intermediate assize—that is, twice a year. The expense to the country of employing highly-paid and trained judges on work which can be done just as well at sessions is very great. There is also another view of the matter, which is that it is desirable that the civil work of circuit should be deliberately and properly conducted, and this would be more likely to be the case were the judges of assize relieved of trivial criminal work.

To return to the actual circuit, the calendars give the following information as to the degree of instruction of the 162 prisoners: 40 were absolutely ignorant, 27 could just read, and 69 could read and write imperfectly. On the other hand 8 were well educated, 3 of superior education, and 15 were not tabled. Omitting these fifteen, of whom there is no reason to say that they probably were well educated, we get the proportion of well educated to the whole number as 11 is to 147, or 1 to 13 nearly.

One of the prisoners marked in the calendar as of superior education was a Portsmouth solicitor, called Wallis, who was tried for administering drugs to a young woman with intent to procure miscarriage. There was also a charge of procuring the drugs with intent that they should be taken to procure miscarriage; on the first indictment the jury returned into court with a verdict of "guilty of procuring the drugs with a felonious intent," but as, in answer to questions, they negatived the actual administering by the defendant, a verdict of not guilty was taken, and on the other indictments, including that for procuring drugs with a felonious intent, no evidence was offered.

At the same place an attempt was made to call one prisoner on behalf of another, they being jointly indicted for a felony. The application was based on the authority of a case, *Reg.* v. *Deeley*, in 11 Cox Crim. Cas. 607, from which report it would appear that Mr. Justice Mellor allowed this to be done at the Worcester Summer Assizes, 1870. The application was, however, refused by Mr. Justice Brett. It is unfortunate that the case of *Reg* v. *Deeley* was not cited in argument in the recent case of *Reg* v. *Littlechild* (L. R. 6 Q. B. 293). It would be singular to see first one of two jointly indicted prisoners called to give evidence on oath for the other, and then this second one called in the same way to give evidence for the first; but this might be hailed by some as a step towards permitting the examination of prisoners, about the working of which opinions so much differ.

Another subject for comment on the criminal side is the large number of charges of child murder and manslaughter. No convictions took place of the former charge, but several of the latter; and the uniform sentence (except in one case) was one of ten years' penal servitude. It would almost seem as though the difficulty of getting juries to convict of child murder had led to the adoption of a general rule on the subject of manslaughter of new born-children, and a general agreement to pass heavy sentences. Both the learned judges commented on the misplaced leniency displayed in such cases, and laid down a rule for the guidance of juries which may be given shortly as follows:—If a woman makes up her mind to be alone at the birth of her child, with a view to concealing the birth, she takes upon herself the duty of doing whatever is necessary for the life of the child, and if she neglects this it amounts to manslaughter. The effect of this is that juries in such cases have not been confined to verdicts of murder, which is too serious, and concealment, which is not serious enough, in its consequent punishment, but have returned verdicts of manslaughter, which have been followed by sentences of penal servitude.

A smaller matter to which we should like to direct attention is the way in which prisoners charged with the most divers offences are placed in the dock together for the purpose of taking their pleas. This cannot but have a deteriorating effect on the minds both of prisoners and spectators.

(*To be continued.*)

LEGISLATION OF THE YEAR 1871.

CAP. II.—*An Act to repeal section 22 of the Juries Act*, 1870.

The object of this Act was simply to repeal the section of the Juries Act, 1870, which had so clumsily provided for payment of jurors as to be practically unworkable. The other sections of the Juries Act, 1870, remain in full force, but the payments to jurors are governed by the former law. When the Attorney-General carried this bill he promised to introduce another which should place the whole jury system on a better footing. This is, of course, desirable. It is important, however, to remember that the Act of 1870 (always excepting the unfortunate section which has had to be repealed) would do a good deal towards attaining this end if only there was some security that its provisions should be observed. Unfortunately, however, there was no such security, and it is notorious that in many respects it is totally disregarded. Whether this is owing to any impression that the present Act repeals the whole, instead of one section only, we know not. If there is any such impression, it shows that the present Act has not been read.

CAP. III.—*An Act to empower committees on bills confirming or giving effect to provisional orders to award costs and examine witnesses on oath.*

By 21 & 22 Vict. c. 78, s. 1, C ommittees of the House of Commons on private bills were empowered to examine witnesses on oath. Section 2 of the present Act gives similar power to Committees on bills for confirming provisional orders (including "certificates, schemes, and orders in the nature of provisional orders").

Section 1 similarly extends to bills for confirming provisional orders a power of awarding, conferred by 28 Vict. c. 27, on Committees on private bills.

This measure was to have dated from last year, but by an unhappy blunder in the statute which purported to embody it (33 & 34 Vict. c. 1) the Act (27 Vict. c. 27) was wrongly described as 27 Vict. c. 28, which made utter nonsense of the whole thing, since the powers extended were named by reference, and c. 28 happens to be a local Act, relating to the Isle of Man. It was therefore necessary, this session, to repeal the failure and provide another Act, *minus* the blunder.

CAP. IV.—*An Act to amend "The Stamp Act*, 1870," *in relation to foreign securities, mortgages of stock and proxy papers.*

The Inland Revenue Act, 1862, contained in its third schedule a provision respecting an impost on foreign securities. That provision was very difficult to comprehend, and great doubts were entertained as to its precise effect; its *intention*, however, seems to have been that when a foreign borrower raises a loan in the English markets, or, making his issue abroad, shows by making the interest payable in England as well as in other places that he is inviting English capital, his bonds, or whatever the paper may be, should be subject to English stamp duty. The "foreign security" clauses in the Stamp Act, 1870 (33 & 34 Vict. ss. 113, 114), went beyond this, and imposed a stamp duty on *all* foreign securities on which interest should be paid or which should be negotiated or transferred in the United Kingdom, inflicting a £20 penalty on any person so paying interest on, or transferring, &c., an unstampted bond. The present enactment, in exact accordance with a suggestion made by ourselves (*ante* p. 246),

repeals the clauses in the Act of 1870, and substitutes an enactment corresponding to the intention, as above detailed, of the Act of 1862. The duty is 2s. 6d. per cent.

Another little alteration made by the new Act is that whereas under the Act of 1870 the penny proxy stamp embraced only a proxy given to *one* person to vote at one meeting, the proxy may now include *several* persons to vote at the one meeting.

In addition to this the *ad valorem* duty on stock mortgages is altered to 10s. per £5,000 or fractional part of £5,000 secured, and no release or discharge of such mortgage to be chargeable with any *ad valorem* duty.

CAP. VIII.—*An Act for extending the jurisdiction of the Courts of the West African Settlements to certain offences committed out of her Majesty's dominions.*

This is a singular and almost entirely unprecedented enactment, under which crimes committed on territory not British are to be punishable by Courts of British jurisdiction. If a crime is committed by or against a British subject in a foreign civilised country, the ends of justice are provided for by the local laws and tribunals, but the same cannot be said if the scene be laid in Dahomey, or some similar region possessed of neither laws nor judges. So far as the West African Settlements are concerned, the present Act enacts that crimes and offences committed *within twenty miles of the boundary* of any of those settlements or protectorates, either by British subjects or *persons not the subjects of any civilised power* against the persons of British subjects, or other residents, shall be cognizable in the Settlements' Criminal Courts of Superior Jurisdiction, just as if committed within the Settlements, and the offender may be apprehended within any of the Settlements.

Thus the Act, which seems to embrace only outrages against the *person*, renders persons not British subjects amenable to British Courts for crimes not committed on British soil. There is a somewhat similar Indian Act (I. of 1849), by which not only British subjects, but also all persons in the British Government service, while in the service and for six months afterwards, and also all persons who should have dwelt for six months in British territory under the government of the East India Company, were rendered amenable to the British Indian Courts, if apprehended in British India, for crimes committed out of British India.

RECENT DECISIONS.

COMMON LAW.

STATUTE OF FRAUDS—PARTY CONTRACTING AS AGENT, BUT HAVING NO PRINCIPAL.

Sharman v. *Brandt*, Ex. Ch. from Q. B., 19 W. R. 936.

This case was taken to the Exchequer Chamber for the purpose of challenging the decisions of *Wright* v. *Dannah* (2 Camp. 203) and *Farebrother* v. *Simmonds* (5 B. & A. 334), to the effect that one party to a contract cannot be agent for the other so as to bind him by his signature to a memorandum of the contract to satisfy the Statute of Frauds. These cases, however, appear to be approved of by the Court, and the doctrine may therefore be taken as to some extent strengthened, though not, we think, distinctly affirmed, by this case in the Exchequer Chamber. The judgments of several members of the Court, however, proceeded upon somewhat different grounds. The plaintiff, being a broker, had given the defendants a note, purporting to have bought for the defendants from his principals certain hemp. In fact, however, the plaintiff had no principals, but was himself the seller, or proposed to make himself so. In this state of the case several of the judges expressed an opinion that the note did not sufficiently state the contract relied on. It was a memorandum of a contract as to which the plaintiff was not a principal, but an agent, though possibly liable as principal on the ground that the principal was understood. Under the contract, however, the defendant would have, in addition to the liability of the plaintiff, also that of some person unknown, who was the real principal, and chargeable when discovered. Such a contract, however, had never been made; the contract with himself only, which the plaintiff sought to establish, was a different one, and there was no sufficient memorandum of it to satisfy the statute. It will be seen that if the judgment of the Court is to be taken to proceed on this ground, it is quite independent of the decisions in *Wright* v. *Dannah* and *Farebrother* v. *Simmonds*, and may stand, although those cases were wrong. The opinion of the Court, however appeared decidedly in favour of the cases, and we do not think they are likely to be again questioned in the Exchequer Chamber.

UNSATISFIED JUDGMENT IN TROVER DOES NOT PASS PROPERTY.

Brimsmead v. *Harrison*, C.P., 19 W.R. 956.

Whether, upon a judgment in trover the property passes to the defendant by the judgment, or only by the satisfaction of it, is a question which has been frequently mooted, but until now not definitely decided in our Courts. In *Buckland* v. *Johnson* (2 W. R. 265, 15 C. B. 145) there is a strong dictum of Tindal, C.J., to the effect that the property passed by the judgment. Independently of this, however, the balance of authorities was to the contrary, and so the Common Pleas have now decided. The point has also been raised several times recently in America, with the same result. Independently of authority, there should be little doubt upon the point. The contention that the judgment passes the property is founded on the doctrine of *res judicata*. The fallacy, however, lies in this—that all that is decided by the judgment is, that defendant wrongfully converted plaintiff's goods, but as a wrongful conversion passes no property, the point is not in fact *res judicata* at all. As pointed out by Willes, J., the property only passes after satisfaction by reason of the maxim, "*Solutio pretii emptionis loco habetur.*"

The question is not likely to be raised again. There is, however, we think, some doubt whether its decision was necessary to the judgment in *Brimsmead* v. *Harrison*. The new assignment demurred to merely alleged that the plaintiff sued for other detention of the same property subsequent to the former unsatisfied judgment. Even if the property had passed to the defendant in the former action by the judgment, yet the plaintiff might well have bought it back again or otherwise acquired it again subsequently, and therefore the new assignment would have been perfectly good on demurrer, and the objection would only arise, if at all, upon the evidence given in support of the new assignment.

The Court, however, seem to have thought the point raised by the demurrer, and decided it accordingly; and moreover, the Court of Exchequer followed them in a case argued simultaneously (not yet reported), in which they had reserved judgment, and in which the point was distinctly raised. The decision, therefore, is clearly binding unless overruled in a court of error, which is extremely improbable.

Another point was raised in *Brimsmead* v. *Harrison*, but in deciding that the Court simply followed *King* v. *Hoare* (13 M. & W. 494.)

It is stated that Lord and Lady Cairns, after their return from the North, will pass the autumn at Tankerville House, near Christchurch, Hants.

The new ministry at Melbourne, of which Mr. Gavan Duffy is at the head, has Mr. Robert Walsh as Attorney-General, and Mr. Spensley as Solicitor-General.

Mr. Digby Seymour, Q.C., Recorder of Newcastle, has suggested, in special reference to the engineers' strike, the establishment in Newcastle of a tribunal of commerce and conciliation, in which he is willing to take part without fee or recompence.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 5.—*Re The Medical, Invalid, and General Life Assurance Society. Wyatt's Case.*

Insurance company—Winding up—Amalgamation of companies—Annuity contract—Trust fund—Claim by annuitant to be paid in priority to policyholders.

W. was the holder of an annuity granted by the M. Company in 1850. *In* 1860 *the M. Company became amalgamated with the A. Company. Thereupon a trust fund was set apart by the M. Company upon trust, first, to pay all the immediate claims and demands to which the funds and property of the M. Company were then liable, and then* inter alia *to pay all claims and demands on any M. Company's policy which the A. Company should not pay and satisfy. Before the amalgamation the annuity was paid by the M. Company and after by the A. Company. On the winding up of the two companies W. claimed to be paid in full the value of the annuity out of the trust fund in priority to the policyholders.*

Held, that at the time of the amalgamation there was no immediate claim under the annuity contract, and that consequently W. was not entitled to any priority.

This was a claim against the English trust fund of the Medical Invalid Society in respect of an annuity contract granted to Mrs. Wyatt in 1850.

The contract was to the effect that the society agreed to pay to Mrs. Wyatt on the death of Mr. Thomas Wyatt, an annuity of £91 per annum during the remainder of her life, the annual premium to be paid during his life being £41 16s. 3d.

On the death of Mr. Thomas Wyatt the Medical Invalid paid the annuity year by year until 1860, when this society became amalgamated with the Albert.

By the agreement for amalgamation, dated the 21st of September, 1860, it was provided that the Life Assurance Fund of the Medical Invalid and General Life Assurance Society, taken at the sum at which the same may stand in their books at the time the said company shall acquire the business of the Medical Invalid and General Life Assurance Society, including all premiums, interest, and debts then due to the same society, except the part thereinafter mentioned, after paying and satisfying all immediate claims and demands arising from assurance, annuities, endowments, or other contracts or engagements, shall be transferred to six trustees resident in England (each company appointing three), upon and for the trusts and purposes thereinafter mentioned, and such part of the said Life Assurance Fund as shall consist of investments or moneys in India shall be transferred to three trustees resident there and approved of by both companies.

By an indenture dated the 14th of March, 1861, and made between the directors of the Albert of the first part, the directors of the Medical Invalid of the second part, and the six trustees of the third part, the agreement for amalgamation was carried into effect. After reciting *inter alia* that the Life Assurance Fund in India had been duly transferred to trustees, it was witnessed that the parties thereto of the first part did thereby, as the directors of the Albert Company, and in order to bind the assets of the said company, but not further or otherwise, or for any other purpose, for themselves, their heirs, &c., covenant to pay and satisfy all claims on policies issued by the Medical Society, occurring by deaths after four o'clock p.m. on the 21st September, 1860, and also to pay, satisfy, and discharge all other claims and demands, against and all other engagements, liabilities, and obligations of the Medical Society, except such claims, demands and liabilities as were thereinafter otherwise provided for. And it was further witnessed that in consideration of the covenants therein contained, and of the premises, they the said several persons parties thereto of the first part, and each of them, did thereby grant and assign unto the said six trustees, their executors, administrators, and assigns, all and every the principal and other sums and sum of money and other the particulars forming the said Life Assurance Fund in England, and the interest, dividends, and income thereof, together with full powers, &c. "*upon trust* in the first place thereout to pay and satisfy all and every the immediate claims and demands (if any) to which the funds and property of the Medical Invalid &c. Society were liable before the hour of four o'clock p.m. on the 21st of September, 1860, and which may at the date of these presents remain unpaid and unsatisfied. And secondly, thereout to pay and satisfy the costs of these presents and all such costs, charges, and expenses as the said trustees or trustee may from time to time pay or incur in the execution of the trusts of these presents or otherwise. And thirdly, thereout to raise and pay all and every such sums or sum of money as may be required to pay and satisfy every (if any) claim or demand on account of any policy issued by the Medical Invalid &c. Society, or any other liability or obligation of such last-mentioned company, which the Albert and Medical Life Assurance Company shall not pay or satisfy, and all costs, charges, or expensse which the said parties hereto of the second and third parts or any shareholder in or officer of the said dissolved company may incur or become liable to by reason of any breach or non-performance of the covenant by the said parties hereto of the first part hereinbefore contained, and subject and without prejudice to the trusts aforesaid, will and shall, at the expiration of the term of ten years from the 21st day of September, 1860, and whether any of the aforesaid liabilities, obligations, or engagements of the said Medical Invalid &c. Society shall be then subsisting or not, hold the said trust premises and all accumulations thereof, or so much thereof respectively as shall not have been applied or disposed of under the preceding trusts or under the proviso next hereinafter contained upon trust for the said Albert and Medical Life Assurance Company, and to assign and transfer the same as the same company shall direct."

After the amalgamation the annuity was paid by the Albert Company.

On the 17th of September, 1869, an order was made for winding up the Albert, and on the 18th of December, 1869, the Medical Invalid was ordered to be wound up. The suit of *Foot* v. *Hopkinson* was instituted in October, 1869, in the Court of Chancery, for the administration of this trust fund. The proceedings in this suit were terminated by the passing of the Albert Arbitration Act.

Mrs. Wyatt now claimed to be paid in full the value of her annuity out of this trust fund in priority to the policyholders.

Romer, for Mrs. Wyatt.—I rely on the principle laid down in *The English and Irish Church and University Assurance Society, Hunt's Annuity case*, 1 H. & M. 79, 11 W. R. 225. On the amalgamation this annuity became a lump sum immediately payable. Before they parted with their fund we could have compelled them to set apart a sufficient fund to answer our annuity. Our claim was *de facto* an immediate one, and by the terms of the deed the trusts were to pay and satisfy all immediate claims and demands.

Osborne Morgan, Q.C., and *Lemon*, for the Medical Invalid Society, were not called on.

Lord CAIRNS.—I do not think there is any doubt at all about this. It is perfectly clear that this was not an immediate claim or demand. What I understand to be an immediate claim or demand within the meaning of the deed is a claim or demand which had so matured that immediate payment could have been demanded, and an immediate action at law brought, or immediate steps taken to obtain payment of a sum of money. Nothing could here have been demanded except one instalment of the annuity, if any had been then due. But I understand that all instalments were paid until a period which would be subsequent to the amalgamation. Therefore, there was no immediate claim or demand belonging to this claimant at the time contemplated by the deed of trust, namely, four o'clock in the afternoon of the 21st September, 1860. Consequently, it is not under the first head of the trust, but under the third, that this claim accrues.

Solicitors, *Judge; Walker, Kendall & Walker.*

June 5.—*Re The Medical, Invalid, and General Life Assurance Society. The Sovereign Life Assurance Company's Case.*

Life assurance company—Winding up—Amalgamation of companies—Substituted policy—Novation of contract—Trust fund.

The S. Insurance Company effected nine re-insurance policies, amounting in the whole to £11,000, *with the M. Insurance Company. Some time after the M. Company became amalgamated with the A. Insurance Company. A circular and a*

* Reported by Richard Marrack, Esq., Barrister-at-Law.

letter were thereupon sent to the S. Company inviting them to accept substituted policies. The S. Company accordingly sent in their old policies and accepted substituted policies, each of which recited that the S. Company had agreed to accept in substitution of their old policy a policy of the A. Company. After this they paid their premiums to the A. Company and the receipts were A. Company's receipts. On the amalgamation a trust fund was created by the M. Company, the trusts of which were inter alia *to pay and satisfy any claim or demand on account of any policy issued by the M. Company or any other liability or obligation of that company, which the A. Company should not pay or satisfy. On the winding up of the M. and A. Companies the S. Company claimed to be paid the damages incurred in respect of their policies, either out of the M. Company's general fund, or out of this trust fund.*

Held, that the recital in the substituted policies clearly showed that the liability of the A. Company had been accepted and that that of the M. Company had terminated, and that consequently the S. Company had now no claim on the general assets of the M. Company; and that inasmuch as the claim or demand of the S. Company on account of their policies had been satisfied by the A. Company by means of the substitution of other policies accepted by the persons insured, the S. Company were not entitled to claim against the trust fund.

This was a claim against the English trust fund of the Medical Invalid Society in respect of nine policies effected with that society.

For the circumstances connected with the amalgamation of the Medical Invalid and the Albert, and the creation of the trust fund, see *Wyatt's case* (*supra* p. 816). On the occasion of the amalgamation the Sovereign Life Assurance Company, the holder of the policies, received a circular announcing the amalgamation, and inviting them to accept substituted policies (see *Werninck's case*, 15 S. J. 767). Some time after, on the 19th September, 1861, they received the following letter:—"Albert Medical and Family Endowment Life Assurance Company, 25, Pall Mall, London, S.W. 19th September, 1861. Dear Sir,—I beg to enclose you a circular in explanation of the transfer of the business of the late Medical Invalid &c. Society to the above company, and would suggest that you should forward me your re-assurance policies, that new ones in the existing company may be issued in lieu. The new policies will be upon precisely similar terms and conditions in every respect, with additional advantages. This plan will materially facilitate our office arrangements, and I may mention that the European, Eagle, Solicitors', and several other offices have adopted the course recommended. I append a list of the existing re-assurances, and shall be glad of an early decision.—C. Douglas Singer, Secretary." The Sovereign Life Assurance Company thereupon sent in their policies, and received back in exchange Albert policies. Each substituted policy recited that the Sovereign Life Assurance Company had agreed to accept, in substitution of their old policy, a policy of assurance of the Albert Company, and that the proposal or declaration which was the basis of the contract between the Sovereign Life Assurance Company and the Medical Invalid should also be the basis of the contract between the Sovereign Life Assurance Company and the Albert Company; and, further, that the directors of the Albert agreed that this new policy should stand in place and stead of the policy effected with the Medical Invalid, and that the holder should in every respect be in the same position in regard to value, upon surrender, transfer, or otherwise, as the holder of such mentioned policy would have been if the Medical Invalid had not become amalgamated with the Albert.

After the amalgamation the premiums were paid to the Albert Company, and the receipts were Albert Company's receipts.

The original policies were re-insurance policies effected from time to time between 1848 and 1859, and the sums assured amounted in the whole to about £11,000.

Pearce, on whose life one of the policies was effected, died in May, 1869.

The Albert Company was ordered to be wound up on the 17th September, 1869, and on the 18th December, 1869, an order was made for winding up the Medical Invalid. The Sovereign Life Assurance Company now claimed to be paid the damages incurred in respect of their policies either out of the general funds of the Medical Invalid Society or out of this trust fund.

Locock Webb, for the Sovereign Life Assurance Company.—Though we accepted new policies yet it was on the distinct understanding, as given by the circular and letter, that they were to be "upon precisely similar terms and conditions in every respect, with additional advantages," and the policies themselves stated that "the holder of such new policy shall in every respect be in the same position in regard to value upon surrender, transfer, or otherwise, as the holder of such mentioned policy." We took additional security, but we by no means gave up the old. The old contract was still alive. Consequently we are entitled to claim against the general funds of the Medical Invalid. This trust fund ought to be a portion of the general funds, for the deed creating the trust fund was *ultra vires* of the directors.

[Lord Cairns.—If this were a fresh matter and if this winding up were just beginning, I should have thought it fair to say to you, if you are prepared to take proceedings in the ordinary way, at your own peril, to set aside that trust deed and bring back the fund, you might have a chance of doing so, and a moderate time would be allowed for the purpose; but I should not do so at this stage of the proceedings, when the matter has been before every shareholder and every policyholder for two years.]

Locock Webb.—If the deed were *intra vires*, then we claim against the fund, inasmuch as the trusts were to pay and satisfy every claim or demand on account of any policy issued by the Medical Invalid which the Albert should not pay or satisfy. The Albert have not paid or satisfied our claims on these policies. We are, therefore, entitled to look to this fund.

Lemon, for the Medical Invalid Society, was not called on.

Lord Cairns.—I have reserved several cases with regard to this question of substitution of liability, but I do not propose to reserve this, because I do not think it admits of any doubt. The contract on the face of the new policy is as distinct as anything can be to accept the liability of the Albert in substitution for the liability of the Medical Invalid. It appears to me that these policyholders have their claim against the Albert and against the Albert alone, because under the trust deed this fund is only to pay any sum of money required to pay and satisfy every, if any, claim or demand on account of any policy signed by the Medical Society, or any other liability or obligation of such last-mentioned company, which the Albert shall not pay or satisfy. This has been not paid but satisfied by the Albert, by means of the substitution of another policy accepted by the person insured. Therefore the policyholder has no claim against the trust fund, but has a claim against the Albert alone.

Solicitors, *Davies, Campbell & Reeves*; *Walker, Kendall & Walker*.

APPOINTMENTS.

The appointment is gazetted of the Right Hon. Sir Alexander James Cockburn, Bart., Lord Chief Justice of the Court of Queen's Bench, to be Arbitrator, on the part of her Majesty, under and pursuant to those stipulations of the Treaty concluded at Washington on the 8th of May, 1871, between her Majesty and the United States of America, which relate to the settlement of the claims of the United States upon Great Britain, generically known as the "*Alabama* Claims."

Mr. George Pringle, barrister-at-law, has been appointed Secretary to the Ecclesiastical Commissioners for England and the Church Estates Commissioners, in succession to Sir James Jell Chalk, who recently received the honour of knighthood on his resignation of that office. Mr. Pringle was called to the bar at the Middle Temple in January, 1853, and since 1857 has been assistant secretary to the Ecclesiastical Commissioners. He has also been appointed steward and clerk of all the Halmote courts in the diocese of Durham.

Mr. Frank Richardson, of No. 28, Golden-square, has been appointed a London Commissioner for administering oaths in common law.

Mr. Edward Bygott, solicitor, of Wem, in the county of Salop, has been appointed by J. W. Smith, Esq., Q.C. (Judge of the Shropshire County Courts, Circuit No. 27), to be Registrar of the Wem County Court, in succession to Mr. Henry John Barker, resigned. Mr. Barker was appointed registrar at the institution of the county courts in 1847.

SOCIETIES AND INSTITUTIONS.

MANCHESTER INCORPORATED LAW ASSOCIATION.

THE LATE MR. STEPHEN HEELIS.

The following resolution has been unanimously adopted at a meeting of the committee of this association :—

"Resolved,—That the committee, in expressing their deep regret at the death of Mr. Heelis, desire to record their sense of his many claims to the grateful remembrance of the association, as one of its active founders, twice its president, and a member of its committee from its commencement to the time of his death, in each of which capacities he largely contributed to establish and promote the influence and utility of the association, and the committee would express their sense of the loss which in Mr. Heelis's death has been sustained, not only by the association, but by all the members of the profession who have had an opportunity of appreciating his high professional character and his cordial kindness in feeling and demeanour towards his professional brethren.

"That a copy of the preceding resolution be forwarded to the family of Mr. Heelis, with the sincere condolence of the committee on the painful bereavement under which the family are suffering, and with an intimation that it would have been in accordance with the wish of the committee to send a deputation to attend the funeral, had they not ascertained that it was the desire of the family that the funeral should be strictly private."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 8, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 93⅜	Annuities, April, '85
Ditto for Account, Oct. 4, 93⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅞ x d	Ex Bills, £1000, — per Ct. 12 p m
New 3 per Cent., 91⅞ x d	Ditto, £500, Do — 12 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 12 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 246
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	97
Stock	Caledonian	100	103½
Stock	Glasgow and South-Western	100	120
Stock	Great Eastern Ordinary Stock	100	45¾
Stock	Do., East Anglian Stock, No. 2	100	9¼
Stock	Great Northern	100	134½ x d
Stock	Do., A Stock*	100	154 x d
Stock	Great Southern and Western of Ireland	100	102½
Stock	Great Western—Original	100	105¾ x d
Stock	Lancashire and Yorkshire	100	155½ x d
Stock	London, Brighton, and South Coast	100	65
Stock	London, Chatham, and Dover	100	23
Stock	London and North-Western	100	144 x d
Stock	London and South-Western	100	106 x d
Stock	Manchester, Sheffield, and Lincoln	100	64½
Stock	Metropolitan	100	81
Stock	Midland	100	137½
Stock	Do., Birmingham and Derby	100	106
Stock	North British	100	54
Stock	North London	100	121½
Stock	North Staffordshire	100	69
Stock	South Devon	100	64
Stock	South-Eastern	100	92½
Stock	Taff Vale	100	168

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The condition of the markets may be summed up in a very few words:—There is a great plethora of money and prices continue high, and at present appear on the advance.

The Canadian Oil Works Corporation (Limited) invite applications for an issue at par of 1,600 twelve per cent. first mortgage debenture bonds of £100 each payable to bearer. The bonds are secured by a first charge upon nine large productive oil wells, distillery, machinery, plant, and 1,118 acres of freehold oil lands, now in full operation, and yielding, it is mentioned, an annual profit of £100,000. The principal will be redeemable, with a bonus of £10 per bond, in five years from the 1st of March, 1872, by ten half-yearly drawings. The estates to be taken over are situated in the county of Lambton, Ontario, and consist of upwards of 1,118 acres of proved oil land. The amount to be paid for the property is £480,000, including £320,000 in fully paid-up shares.

Mr. Commissioner Kerr has appointed Mr. R. A. Fisher, barrister-at-law, of the Oxford Circuit, to be Deputy Judge to hold the sittings of the City of London Court for the month of September. Mr. Fisher was called to the bar at the Middle Temple in January 1850.

Lord Churston, who died on the 4th September, was the grandson of Mr. Justice Buller, who was for sixteen years (from 1778 to 1794) the colleague of Lord Mansfield as a judge of the Court of King's Bench. When Mansfield resigned Sir Francis Buller was disappointed in not receiving the Chief Justiceship, which was conferred on Sir Lloyd Kenyon; and Justice Buller, in consequence, exchanged the King's Bench for the Common Pleas, succeeding Mr. Justice Gould as a judge of the latter court, in 1794. Dying in 1800, he left behind him a name of lasting note in the annals of English jurisprudence, his judgments and writings being still looked upon as among the most valuable expositions of our common law. His work relative to trials at Nisi Prius also continues to be a standard text-book.

The will of Edward Lawrance, solicitor, firm of Lawrance Plews, & Boyer, 14, Old Jewry-chambers, was proved in London under £70,000 personalty, by Ferdinand Brand, Controller, Guildhall; Joseph Johnson Miles, Paternoster-row, publisher; and Richard Boyer, solicitor, the joint acting exectors. The will is dated August 3, 1868, and the testator died July 1 last, at his residence, 1, Sussex-place, Regent's-park, aged 68. The plate presented to him by Mr. Justice Willes he leaves to his wife to hold for her life, and afterwards to his sons. He leaves his wife an immediate legacy of £2,500, and a life-interest in the residue of his property. He has left liberal legacies to his sons and daughters. To his grandson, Edward George Lawrance, he leaves £5,000. There are also other annuities and legacies given by the will. The ultimate residue is to be divided among all his children.—*City Press.*

MR. JUSTICE MELLOR A COTTON-SPINNER.—The Stourton Mill, in Fishwick, Preston, containing nineteen pairs of mules, comprising 28,700 spindles, has been purchased by Mr. Justice Mellor, and arrangements are now making for putting the concern into full working order. The mill was formerly the property of Mr. George Eastham, deceased, and has been closed many years.—*Leeds Mercury.*

THE SCIENCE OF CHALLENGING JURORS.—The science of challenging jurors in a murder trial appears to have been made a study by Mr. Edwin James, the counsel for Sheridan, the very latest murderer. One man, otherwise qualified, happened to be a bellhanger, and Mr. Edwin James objected to him on that account, as implying a predilection for hanging. Another was an undertaker, and in his case the joke which Mr. Edwin James made is obvious. These pleasant little replications, besides insuring the selection of a just and impartial jury, throw a gay and enlivening appearance about what too often is made to look like a solemn and gloomy proceeding. Besides, when the plea of insanity comes up, as it will in the case of Sheridan, no doubt, these little rejoinders will go far to convince the jury that the man must have been insane to join in the laugh, as he did, at such ill-timed jokes.—*American Paper.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CROSSFIELD—On Sept. 5, at Richboro' House, King Edward's-road, South Hackney, the wife of Abraham Crossfield, Esq., solicitor, of a son.

MARRIAGES.

BILLINGS—JONES—On Aug. 31, Samuel Bruce Billings, solicitor, Cheltenham, to Francis Anne, eldest daughter of William Jones, Esq., Sirsa House, Cheltenham.

BROWN—HUTCHINSON—On Wednesday, Sept. 6, at St. Stephen's, Norwich, David Brown, Esq., solicitor, Maybole, to Jane Emily, third daughter of Charles Hutchinson, M.D., Norwich.

CHEESE—SAMSON—On Aug. 31, at Oakham, Edmund Hall Cheese, solicitor, of Kington, Herefordshire, to Catherine Ann, eldest daughter of Henry Samson, Esq., of The Limes Oakham, Rutland.

DEATHS.

FRY—On Aug. 31, at his residence, No. 7, Great Coram-street, Russell-square, John Thomas Fry, Esq., solicitor, of Dane's-inn, aged 38.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Aug. 29, 1871.

Cookson, Wm Strickland, Robt Arnold Wainewright, Richd Pennington, & Robt Ernest Wainewright, New-sq, Lincoln's-inn, Attorneys and Solicitors (as to Robt Ernest Wainewright). Aug 25

TUESDAY, Sept. 5, 1871.

Brett, Geo, & Richd Hankinson, Manch, Attorneys and Solicitors. Sept 1

Holmes, Joseph Fras, & Thos John Holmes, Finsbury-pl South, Attorneys and Solicitors. April 10

Friendly Societies Dissolved.

TUESDAY, Sept. 5, 1871.

England's Pride Friendly Society, Crescent Hotel, Harrogate, York. Aug 31

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug 25, 1871.

Collyer, Bristow, Beddington, Surrey, Esq. Oct 10. Collyer v Collyer Blistow, V.C. Malins. Collyer Bristow, Bedford-row

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept 1, 1871.

Ansell, Thos, Croxley-green, Herts, Farmer. Sept 5. Rowell, Rickmansworth

Barrow, Thos, St Helen's, Lancashire, Brewer. Sept 30. Barrow, St Helen's

Croom, John, Winsley, Wilts, Innkeeper. Sept 30. Shrapnell, Bradford

Davy, Robt, Ringwood, Hants, Gent. Oct 19. Davy & Davy, Ringwood

Dredge, Diana, York Town, Surrey, Widow. Nov 1. Cooke, Wokingham

Evans, Rev Eleazer, Dolegwad, Carmarthen. Oct 2. Prosser, Alityferin

Gospel, John, Nafferton, York, Miller. Oct 2. Hodgson, Gt Driffield

Horne, Eliz, Chipping Campden, Gloucester, Widow. Oct 11. Hancock & Hiron, Shipston-on-Stour

Houghton, Wm, Sale, Cheshire, Gent. Oct 31. Farrar, Manch

Ives, Wm Wright, Susannah-st, Poplar, Shipwright. Oct 2. Harris, Moorgate-st

Julian, Frances Augusta, Spinster. Sept 29. Hildreth & Ommanney, Norfolk-st, Strand

Long, Rueben, Skelder Skew, York, Farmer. Oct 2. Gray & Pannett, Whitby

Long, Rose Ann, Dawlish, Devon. Sept 29. Austen & Co, Raymond-bldgs, Gray's-inn

Milburn, Ralph, Spen Bank, nr Winlaton, Durham, Gent. Dec 1. Joel, Newcastle-upon-Tyne

Price, Robt, Toxteth-pk, nr Lpool, Superintendent of Gasworks. Nov 1. Holt & Rowe, Lpool

Pullan, Fras, Manningham, York, Spinster. Nov 1. Wood & Killick

Rayment, Edwd, County Asylum at Burntwoods, Stafford. Sept 13. Summers, Hull

Rayner, Joseph Bayldon, Horbury, York, Attorney-at-law. Oct 1. Marsden, Wakefield

Stedman, John, Clifton, Bristol, Esq. Oct 31. Washrough, Bristol

Turner, Geo Thos, Kettleburgh, Suffolk. Nov 1. Clubbe, Framlingham

Waligate, Sami, Norton, York, Innkeeper. Sept 30. Woodall & Woodall, Scarborough

Whitfield, Edwd, Mosely, Worcester, Gent. Oct 7. Soars, Birm

TUESDAY, Sept 5, 1871.

Biddolph, John, Manch, Licensed Victualler. Oct 7. Worsley, Manch

Coles, Eliz, Stratton Audley, Oxford, Widow. Nov 1. Hearn & Co, Buckingham

Dawson, Robt Lee, Bath. Oct 15. Macdonald & Brodrick, Salisbury

D'Egville, Jas Hervet, Edinburgh, Professor of Dancing. Oct 2. Corbett, Worcester

Gage, Hy, Yatton, Somerset, Butcher. Sept 30. Fox

Houlden, Geo, Scupholme, Lincoln, Farmer. Oct 1. Bell, Louth

Nuttall, Wm, Stretford, Lancashire, Gent. Oct 2. Wood, Manch

Richardson, Chas, Holloway-rd. Oct 2. Price, Cheapside

Smith, David, North Burton, York, Grocer. Sept 15. Richardson, Bridlington

Thursby, Emily, Leamington Priors, Warwick, Widow. Nov 1. Field, Leamington Priors

Thursby, John Harvey, Leamington Priors, Warwick, Esq. Nov. 1. Field, Leamington Priors.

Wyse, Litizia, Princess Bonaparte Lady, Viterbo, Italy, Widow. Oct 16. Brandon, Essex-st, Strand

Bankrupts.

FRIDAY, Sept. 1, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hobson, Pulsford, Edith-grove, Fulham, Gent. Pet Aug 28. Murray. Sept 28 at 12.30

Horley, Edwd, Whitecross-st, St Luke's, Baker. Pet Aug 29. Spring-Rice. Sept 27 at 12

Menetrey, Chas, West Ferry-rd (not West Perry-rd as in Gazette of Aug 25), Millwall, Ship Chandler. Pet Aug 22. Spring-Rice. Sept 26 at 11

Munro, John Watson, Alma-ter, West Brompton, Officer 75th Reg. Pet Aug 29. Spring Rice. Sept 28 at 1

Palmer, Hy Douse, Chesmert-rd, Rye-lane, Peckham, Clerk. Pet Aug 17. Pepys. Oct 3 at 12

To Surrender in the Country.

Barwell, Captain Wm Blunt, Brighton, Sussex. Pet Aug 29. Evershed. Brighton, Sept 19 at 11

Coles, Wm, Yaxley, Hunts, Blacksmith. Pet Aug 26. Gaches. Peterborough, Sept 16 at 11

Eyre, Thos, Caistor, Lincoln, Innkeeper. Pet Aug 26. Bates. Gt Grimsby, Sept 16 at 1

Fielding, Jas, Kensington, Lpool, General Broker. Pet Aug 29. Watson. Lpool, Sept 15 at 11

Munro, Thos, Carlisle, Cumberland, Hosier. Pet Aug 29. Halton. Carlisle, Sept 12 at 11

Powell, Thos, Chipping Sodbury, Gloucester, Ironmonger. Pet Aug 29. Harley. Bristol, Sept 18 at 12

Preston, Jas Plumer, Warham, Norfolk, Gent. Pet Aug 28. Palmer. Norwich, Sept 18 at 12

Simmons, David, Charlton Kings, Gloucester, Builder. Pet Aug 28. Gale. Cheltenham, Sept 12 at 12

Whatman, Chas Richd Raigersfeld, Fairseat, Stansted, Kent, Gent. Pet Aug 24. Scudamore. Maidstone, Sept 13 at 3

Wilson, Lister, Alford, Lincoln, Solicitor. Pet Aug 28. Staniland. Boston, Sept 16 at 2

TUESDAY, Sept. 5, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bruce, John, Fenchurch-st, Ship Owner. Pet May 9. Murray. Sept 26 at 12

To Surrender in the Country.

Bignell, Chas Page, Portsea, Hants, Potter. Pet Aug 9. Howard. Portsmouth, Sept 7 (not 17 as in Gazette of Aug 25) at 1

Danson, John, Whitehaven, Cumberland, Joiner. Pet Aug 31. Ware. Witehaven, Sept 19 at 11

McGough, Philip, Carlisle, Draper Pet Sept 2. Halton. Carlisle, Sept 18 at 11

Thorp, John, Manch, Wood Turner. Pet Aug 31. Kay. Manch, Sept 21 at 9.30

Walker, Wm, Birchfield, Stafford, Brewer. Pet Aug 31. Butcher. Birm, Sept 18 at 11

Whalley, Edwd, Stafford, Yeoman. Pet Sept 2. Spilsbury. Stafford, Sept 21 at 12

Wilson, Chas Maarion, White Roding Rectory, Chelmsford, Essex, Clerk in Holy Order. Pet Sept 1. Gepp. Chelmsford, Sept 22 at 10.30

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 1, 1871.

Spanton, Alfd, Hunstanton, Attorney. Sept 27, 1870

TUESDAY, Sept 5, 1871.

Bailey, John, & Edwd Bailey, Mapleberk, Notts, Farmers. Aug 31

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 1, 1871.

Beaumont, John, Huddersfield, York, Yarn Spinner. Sept 15 at 11, at offices of Sykes, New-st, Huddersfield

Betteridge, Richd Ezekiel, Birm, Watchmaker. Sept 8 at 3, at offices of Walford, Waterloo-st, Birm

Blackburn, Thos, Halifax, York, Hardware Dealer. Sept 15 at 3, at offices of Jubb, Baram Top, Halifax

Chisholme, Jas David, Wm Chisholme, & Hy Thos Chisholme, Berners-st, Pianoforte Manufacturers. Sept 12 at 2, at offices of Lucas, Maddox-st. Peck

Clifford, John, Wolverhampton, Cigar Dealer. Sept 11 at 11, at offices of Cresswell, Bilston-st, Wolverhampton

Cole, John, Dudley, Worcester, Butcher. Sept 14 at 11, at offices of Warmington, Castle-st, Dudley

Crook, John, Ross, Hereford, Hatter. Sept 13 at 11, at offices of Rootes & Wintle, Market-pl, Ross

Dayrell, Hy Mansel, Bristol, Coal Merchant. Sept 12 at 12, at offices of Press & Inskip, Small-st, Bristol

Dear, Wm, Winnall, Winchester, Baker. Sept 13 at 3, at offices of Waters, Westgate, Winchester

Deighton, Richd, jun, Doncaster, York, Butcher. Sept 19 at 3, at offices of Roberts, Bank-st, Sheffield

Dowty, Hy, Victoria-grove, South Hornsey, Drysalter. Sept 20 at 2, at office of Heathfield, Lincoln's-inn-fields

Fleming, Edmond Lionel, & Wm Vaughan Fleming, Manch, Engravers. Sept 18 at 11, at offices of Ritson, John Dalton-ct, Manch

Forster, Jas Gilson, Birm, Tailor. Sept 8 at 10, at office of East, Colmore-row, Birm

Glover, Robt, Leicester, Builder. Sept 11 at 12, at office of Owston, Friar-lane, Leicester

Hall, Thos, Norton, Durham, Innkeeper. Sept 15 at 2.30, at the Black Lion Hotel, Stockton-on-Tees

Hammond, Mark, Metropolitan Meat Market, Meat Salesman. Sept 19 at 1, at office of Lindus, Cheapside

Handley, Fras, Loughborough, Leicester, Agricultural Implement Manufacturer. Sept 15 at 12, at office of Deane, Church-gate, Loughborough

Hughes, Edwd, Malvern Link, Worcester, Builder. Sept 19 at 3, at offices of Tree, Broad-st, Worcester

Jarvis, Robt, Baxton Moor, Derby, Grocer. Sept 12 at 12, at office of Appleton, Bridge-st, Worksop. Smith & Smith, Sheffield

Johnston, David, Halifax, York, Writing Master. Sept 15 at 3, at offices of Boocock, Black Swan Gnivel, Silver-st, Halifax

Joyce, Hy, Boston, Lincoln, Hosier. Sept 11 at 11, at the Corn Exchange Hotel, Boston. Welford, Portsmouth-st, Lincoln's-inn-fields

Julsing, Peter Hermann, Newcastle-upon-Tyne, Travelling Draper. Sept 12 at 12, at offices Garbutt, Collingwood-st, Newcastle-upon-Tyne

Kent, John, Crown-ct, Pall-mall, Bootmaker. Sept 11 at 2, at office of Webster, Basinghall-st

Kilminster, Danl, Canton, nr Cardiff, Glamorgan, Builder. Sept 12 at 11, at offices of Morgan, High-st, Cardiff

Laurence, Saml, St Philip's-ter, Stratford-rd, Kensington, out of business. Sept 9 at 1, at offices of Cooke, Gresham-bldgs, Guildhall

Lee, Thos, West Cowes, Isle of Wight, Bootmaker. Sept 14 at 1, at office of Hooper, High-st, Newport
Lewis, Jas Iddolls, Swansea, Glamorgan, Bailiff. Sept 20 at 12, at offices of Smith & Co, Somerset-pl, Swansea
Livesley, Wm, Hanley, Stafford, Earthenware Manufacturer. Sept 8 at 3, at office of Challinor, Cheapside, Hanley. Litchfield, Newcastle
McLintock, Walter, Lpool, Watchmaker. Sept 14 at 1, at offices of Etty, Lord-st, Lpool
Meiser, Herrmann, Castle-st, Falcon-sq, Merchant. Sept 12 at 3, at offices of Holmes, Eastcheap
Millington, Thos Hy, Tipton, Stafford, Tailor. Sept 26 at 11, at offices of Greenway, King-st, Wolverhampton
Nichols, Geo Benj, Westbromwich, Stafford, Architect. Sept 13 at 12, at offices of Griffin, Bennett's-hill, Birm
Parry, John Chas, Gracechurch-st, Tea Dealer. Sept 14 at 3, at the Guildhall Hotel, Gresham-st. Peverley, Basinghall-st
Peabody, Richd, Northampton, Baker. Sept 18 at 12, at the Chamber of Commerce, Corn Exchange, Northampton. White, Northampton
Prince, Geo, Portsea, Hants, Bootmaker. Sept 14 at 3, at offices of Edmonds, St James's-st, Portsea
Reay, Thos, & Geo Naisby, South Hylton, nr Sunderland, Ship Builders. Sept 13 at 3, at office of Bell, Lambton-st, Sunderland
Roberts, John, Gloucester, Blacksmith. Sept 14 at 1, at offices of Jones, Berkeley-chambers, Gloucester
Rowe, Ellen Poison, Birkenhead, Cheshire, Lodging-house Keeper. Sept 15 at 3, at offices of Harris, Union-ct, Castle-st, Lpool
Rowland, Chas Thos, Torquay, Devon, Coach Builder. Sept 19 at 3, at offices of Harris & Co, Gandy-st-chambers, Exeter. Hirtzel, Exeter
Rüst, Robt Anderson, Percy Cross, Fulham, Manager. Sept 14 at 2, at offices of Tilly ard, Serjeant's-inn, Chancery-lane
Shapland, John, Exeter, Grocer. Sept 13 at 11, at 13, Bedford-circus, Exeter
Sneyd, Robt Cliff, Stoke-upon-Trent, Stafford, Butcher. Sept 13 at 11, at the Saracen's Head Hotel, Hanley. Hollinshead, Tunstall
Stevens, Arthur, Norwich, Tailor. Sept 19 at 3, at offices of Sadd, Norwich
Towlson, Hy, Nottingham, Box Manufacturer. Sept 18 at 12, at offices of Belk, High-pavement, Nottingham
Walker, Enoch, Burslem, Stafford, Ginger Beer Manufacturer. Sept 14 at 3, at the Albion Inn, Congleton. Tomkinson, Burslem
Westell, Wm, St. Alban's, Herts, Straw Hat Manufacturer. Sept 14 at 3. at offices of Annesley, St Alban's
White, Chas, Wakefield, York, Grocer. Sept 12 at 11, at offices of Wainwright & Co, Crown-ct, Wakefield
White, Fredk, Hove, Sussex, Bootmaker. Sept 21 at 12, at offices of Smith, Bread-st, Cheapside. Lamb, Brighton
Wood, Wm, Lockwood, York, Bath-keeper. Sept 20 at 11, at offices of Sykes, New-st, Huddersfield

TUESDAY, Sept. 5, 1871.

Abbott, Fredk Ablett, Bury St Edmunds, Suffolk, Butcher. Sept 20 at 11, at offices of Salmon & Son, Guildhall-st, Bury St Edmunds
Bachner, Frank, Leeds, Dealer in Toys. Sept 18 at 2, at offices of Rooke & Midgley, Bank-bldgs, Boar-lane, Leeds
Bethell, Thos, Earlestown, Lancashire, Builder. Sept 19 at 11, at office of Davies & Co, Commercial-chambers, Warrington
Burr, Hy, Tabernacle-walk, Finsbury, Boot Manufacturer. Sept 22 at 3, at offices of Nicholson, Gresham-st. Pittman, Guildhall-chambers
Cannen, Wm, Kennington-rd, Lambeth, Watchmaker. Sept 15 at 12, at offices of Geaussent, New Broad-st
Chambers, Edwd, Portway, Bewley, Worcester, Farmer. Sept 18 at 3, at office of Jaques, Cherry-st, Birm
Connabeer, Eliz, Two Bridges, Lidford, Devon, Innkeeper. Sept 18 at 11, at the Castle Hotel, Castle-st, Exeter. Floud, Exeter
Crosthwaite, Wilfrid, Stanwix, Cumberland, Builder. Sept 18 at 11, at the Lion and Lamb Inn, Scotch-st, Carlisle. Thornburn, Carlisle
Cummings, Thos Chas, Fakenham, Norfolk, Tailor. Sept 18 at 1, at the Inns of Court Hotel, High Holborn. Cates, Fakenham
Davies, Edwd Wm, Birkenhead, Cheshire, Draper. Sept 18 at 3, at offices of Bellringer, North John-st, Lpool
Diggon, Robt, Tavistock-crescent, Westbourne-pk, Servant. Sept 15 at 3, at 51, Kensington-pk-rd, Nottingham. Padmore, Westminster-bridge-rd
Evans, David, Mountain Ash, Glamorgan, Butcher. Sept 18 at 11, at office of Beddoe, Canon-st, Aberdare
Evans, Louisa, Newport, Monmouth, Draper. Sept 19 at 1, at offices of Williams & Co, Exchange, Bristol. Beckingham, Bristol
Ford, Thos, Cornwall-rd, Lambeth, Chandler's-shop Keeper. Sept 14 at 3, at offices of Marshall, Lincoln's-inn-fields
Fox, Jas, Monks Coppenhall, Cheshire, Bootmaker. Sept 18 at 3, at the Royal Hotel, Crewe. Sheppard, Crewe
Fynn, Elijah, Monks Coppenhall, Cheshire, Grocer. Sept 18 at 11, at the Red Lion Hotel, Winsford. Bent, Winsford
Germain, Thos, Winchester, Hants, Bootmaker. Sept 15 at 2, at offices of Waters, Upper High-st, Winchester
Gibbons, Benj, Oldbury, Worcester, Licensed Victualler. Sept 16 at 11, at offices of Shakespeare, Church-st, Oldbury
Harrison, Wm, Hanley, Stafford, Tobacconist. Sept 29 at 11, at the North Stafford Hotel, Stoke-upon-Trent. Sanders & Smith, Dudley
Hawkins, Chas Wm, Fareham, Hants, Hair Dresser. Sept 18 at 11, at offices of Walker, Union-st, Portsea
Hope, John Parkes, Richmond, Surrey, Grocer. Sept 18 at 2, at offices of Izard & Setts, Eastcheap. Jennings, Leadenhall-st
Howard, Adah, Oakfield-rd, Penge. Sept 28 at 3, at the George Hotel, Bedford. Marshall, Lincoln's-inn-fields
Hughes, Annesley Paul, Bucknall, Lincoln, Clerk in Holy Orders. Sept 20 at 2, at the Court-house, North-st, Horncastle. Clitherow, Horncastle
Macadam, Saml, Eastbourne, nr Darlington, Durham, Draper. Sept 14 at 12, at offices of Chesney, Dewhurst-bldgs, Bradford. Stevenson
Marr, Cuthbert, South Hylton, Durham, Bottle Maker. Sept 18 at 12, at offices of Simey, John-st, Sunderland
Matthews, Thos Redaway, Torquay, Devon, Coal Merchant. Sept 28 at 12, at the Assembly-rooms, Abbey-rd, Torquay. Daw, Argyll-st
Millard, Wm Benj, Wandsworth-rd, Ironmonger. Sept 20 at 12, at offices of Batt, Walbrook
Mitchell, Hy, Sale, Chester, Hair Dresser. Sept 20 at 11, at offices of Gardner & Horner, Cross-st, Manch
Mummery, Wm Hy, Dymchurch, Kent, Miller. Sept 19 at 1, at the Royal Oak Hotel, Ashford. Minter, Folkestone
Northrop, Jonathan, Saml Tetley, jun, & Geo Herring Ward, Thornton, near Bradford, Manufacturers. Sept 22 at 11, at offices of Terry & Robinson, Market-st, Bradford
Nutt, Chas, & Isaac Askew Wells, Leicester, Boot Manufacturers. Sept 18 at 12, at office of Haxby, Belvoir-st, Leicester
Orchard, Benj Guinness, Higher Bebington, Cheshire, Clerk. Sept 15 at 3, at office of Downham, Market-st, Birkenhead
Paine, Geo, Wellington-st, Woolwich, Clothes Dealer. Sept 12 at 2, at offices of Cooke, Gresham-bldgs, Guildhall
Pamflett, Stephen Fredk, jun, Margate, Kent, Butcher. Sept 18 at 12, at offices of Sankey & Co, Cecil-sq, Margate
Parish, Saml, Birm, Draper. Sept 18 at 12, at office of Jaques, Cherry st, Birm
Plant, Joseph, Manch, Coach Driver. Sept 19 at 11, at offices of Homer & Son, Ridgefield, Manch. Duckworth
Riddle, Jas, Champion-ter, City-rd, Mantle Maker. Sept 18 at 11, at office of Hutson, Upper Clifton-st, Finsbury
Riding, Ellen, Lpool, Dealer in Manure. Sept 19 at 3, at offices of Woodburn & Pemberton, Law Association-bldgs, Harrington-st, Lpool
Roberts, Jas, Landport, Hants, Tobacconist. Sept 19 at 11, at office of Walker, Union-st, Portsea
Roberts, John Robt, London-rd, Potato Salesman. Sept 21 at 12, at office of Brett & Co, Leadenhall-st. Keene & Marsland, Lower Thames-st
Roper, Harvey, Worcester, Grocer. Sept 20 at 11, at office of Rea, Foregate-st
Skinner, Fredk, East Sheen, Mortlake, Stationer. Sept 14 at 11, at offices of Anderson, Ironmonger-lane
Starling, Edwd, Sackville-st, Solicitor. Sept 28 at 2, at offices of Lawrence & Co, Old Jewry-chambers
Stride, Geo John, Landport, Hants, Draper. Sept 15 at 3, at offices of Way, St George's-sq, Portsea
Suckling, Chas Richd, Clifton-villas, Camden Town, Ship Owner. Sept 20 at 1, at offices of Brett & Co, Leadenhall-st. Bastard, Brabant-ct
Sutherland, Wm, Ipswich, Suffolk, Travelling Draper. Sept 26 at 3, at office of Hill, St Nicholas-st, Ipswich
Thompson, Ralph, East Boldon, Durham, out of business. Sept 18 at 1, at offices of Doyle & Co, Mosley-st, Newcastle-upon-Tyne
Ward, Chas, Toxteth Park, nr Lpool, Baker. Sept 18 at 3, at offices of Evans & Lockett, Commerce-chambers, Lord-st, Lpool
Whitaker, Chas, Croydon, Grocer. Sept 18 at 3, at office of Piesse & Son, Old Jewry-chambers
Wilson, Geo, Larkhall-lane, Clapham, Grocer. Sept 15 at 12, at offices of Ody, Trinity-st, Southwark
Wilson, Hy, Leeds, Cloth Finisher. Sept 14 at 2, at office of Simpson, Albion-st, Leeds
Young, Geo Coxon, Carville, Durham, Contractor. Sept 18 at 12, at offices of Eglinton, Lambton-st, Sunderland